

# UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

SEPTEMBER 04, 2001

PTAS

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C C/O JOHN M. COVERT 1100 NEW YORK AVE., N.W. SUITE 600 WASHINGTON D.C. 20005-3934 \*101762197A\*

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UNITED STATES PATENT AND TRADEMARK NOTICE OF RECORDATION OF ASSIGNMENT

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/21/2001

REEL/FRAME: 011920/0060

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HOGENKAMP, DERK J.

DOC DATE: 05/23/2001

ASSIGNOR:

NGUYEN, PHONG

DOC DATE: 04/27/2001

ASSIGNOR:

YANG, JI

DOC DATE: 04/30/2001

ASSIGNEE:

COCENSYS, INC.

213 TECHNOLOGY DRIVE

IRVINE, CALIFORNIA 92618

SERIAL NUMBER: 09814123

PATENT NUMBER: 09814123

FILING DATE: 03/22/2001

ISSUE DATE:

### 011920/0060 PAGE 2

JACQUELINE MOORE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

06-27-2001 

U.S. Department of Commerce

	Patent and Trademark Office				
187	62197 ne attached original documents or copy thereof.				
1 Name of conveying party(ies):	2. Name and address of receiving party(ies):				
Derk J. Hogenkamp	Name: CoCensys, Inc.				
Phong Nguyen Ji Yang	Street Address: 213 Technology Drive				
Additional name(s) of conveying party(ies) attached?   yes  no	City: Irvine State: CA Zip Code: 92618				
Nature of Conveyance:					
□ Assignment     □ Merger     □ Security Agreement     □ Other	Country: United States of America  Additional name(s) & address(es) attached? □ yes ☒ no				
Execution Date: May 23, 2001; April 27, 2001; and April 30, 2001, respectively					
4. Application number(s) or patent number(s):					
If this document is being filed together with a new application	ion, the execution date of the application is				
A. Patent Application No(s).	B. Patent No(s).				
09/814,123	<u> </u>				
Additional numbers attached?	yes ⊠ no				
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:1_				
Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.	7. Total fee (37 C.F.R. § 3.41)\$ 40.00				
Internal Address: c/o John M. Covert	⊠ Enclosed				
	☐ Authorized to be charged to Deposit Account				
Street Address: 1100 New York Ave., N.W.	8. Deposit Account Number:				
Suite 600	19-0036				
City: Washington State: D.C. Zip Code: 20005-3934	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  John M. Covert Name of Person Signing Registration No. 38,759  Total number of pages including cover sheet attachments and document.  7					
Total number of pages including cover sheet, attachments and document7					
Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231					

15.26/2001 STON11 00000106 0981414

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#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Derk J. HOGENKAMP, (2) Phong NGUYEN, and (3) Ji YANG, the undersigned inventors hereby sell and assign to CoCensys, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) 

✓ for the United States of America (as defined in 35 U.S.C. § 100),

✓ and throughout the world,

(a) in the invention known as Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the Use Thereof for which application for patent in the United States of America has been executed by the undersigned on (1) May 23, 2001 (2) (3) (also known as United States Application No. 09/814,123, filed March 22, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

Park Reg. No. 38,759 6/21/01

- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michael A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire,

Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588 all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934; and Philip C. Strassburger, Esq., Registration No. 34,258 of Purdue Pharma L.P., One Stamford Forum, Stamford, CT 06901; power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:	May 23, 2001	Signature of Inventor:	Derk J. Hagel p	
			Derk J. HOGENKAMP	
Date:		Signature of Inventor: _		_
			Phong NGUYEN	
Date:		Signature of Inventor:		
			Ji YANG	_

#### ASSIGNMENT

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✓ and throughout the world,

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grac 6/21/01 Reg No. 38,759

- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:		Signature of Inventor:	•
			Derk J. HOGENKAMP
Date:	4/27/01	Signature of Inventor: _	Phong NGUYEN J
Date:		Signature of Inventor:	Ji YANG

#### **ASSIGNMENT**

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Derk J. HOGENKAMP, (2) Phong NGUYEN, and (3) Ji YANG, the undersigned inventors hereby sell and assign to CoCensys, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☐ for the United States of America (as defined in 35 U.S.C. § 100), ☐ and throughout the world,

(a) in the invention known as Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the Use Thereof for which application for patent in the United States of America has been executed by the undersigned on (1) (2) (3) April 30, 2001 (also known as United States Application No. 09/814,123, filed March 22, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

Jul 6/21/01 Reg No. 38,759

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Date:		Signature of Inventor:	•		
		_	Derk J. HOGENKAMP		
Date:		Signature of Inventor:	N. NOWYO		
			Phong NGUYEN		
Date:	4/30/2001	Signature of Inventor:	Ji YANG		



STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

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DUSTIN T. JOHNSON\*\*
MATTHEW J. DOWD\*\*

\*LIMITED TO MATTERS AND PROCEEDINGS BEFORE FEDERAL COURTS & AGENCIES \*\*REGISTERED PATENT AGENT \*\*\*SENIOR COUNSEL

WRITER'S DIRECT NUMBER: (202) 371-2673 INTERNET ADDRESS:

Box Assignment

JCOVERT@SKGF.COM

June 21, 2001

The Honorable Director of Patents and Trademarks Washington, D.C. 20231

Re:

U.S. Patent Application

Appl. No. 09/814,123; Filed: March 22, 2001

For: Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the

**Use Thereof** 

Inventors:

Hogenkamp et al.

Our Ref:

1861.1270001/JMC/THN

Sir:

Applicants submit the following documents for appropriate action by the U.S. Patent and Trademark Office:

- 1. Recordation Form Cover Sheet (Form PTO-1595);
- 2. Assignment to CoCensys, Inc. (six total sheets), official recordation and return of which are respectfully requested;
- 3. Fee Transmittal Form (PTO/SB/17);
- 4. Our Check No. 31685 for \$40.00 to cover recordation fee (37 C.F.R. § 1.21); and
- 5. One (1) return postcard.

The Honorable Director of Patents and Trademarks June 21, 2001 Page 2

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

If extensions of time under 37 C.F.R. § 1.136 other than those otherwise provided for herewith are required to prevent abandonment of the present patent application, then such extensions of time are hereby petitioned, and any fees therefor are hereby authorized to be charged to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Jøhn/M. Covert

Attorney for Applicants Registration No. 38,759

**Enclosures** 

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Pu and Trademark Office: U.S. DEPARTMENT OF COMMERCE
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## **FEE TRANSMITTAL** for FY 2001

Patent fees are subject to annual revision.

(\$) 40.00

Complete if Known **Application Number** 09/814,123 **Filing Date** March 22, 2001 **First Named Inventor** Derk J. Hogenkamp **Examiner Name** To Be Assigned **Group Art Unit** To Be Assigned Attorney Docket No. 1861.1270001/JMC/THN

METHOD OF PAYMENT (check one) FEE CALCULATION (continued)								
1. The Commissioner is hereby authorized to charge indicated fees and credit any overpayment to:		3. ADDITIONAL FEES Large Entity Small Entity						
Deposit Account Number 19-0036	Fee Code	Fee (\$)	Fee Code	Fee (\$)	Fee D	escription	Fee paid	
Deposit Account Name Sterne, Kessler, Goldstein & Fox P.L.L.C.	105	130	205	65	Surcharge - late filing f	fee or oath		
Charge Any Additional Fee Required Under 37 CFR §§ 1.16 and 1.17		50	227	25	Surcharge - late provisiona	l filing fee or cover shee	ત	
		130	139	130	Non-English specifi	cation		
Applicant claims small entity status See 37 CFR 1.27		2,520	147	2,520	For filing a request fo	r <i>ex parte</i> reexamin	nation	
		920*	112	920*	Requesting publication of action			
2. Payment Enclosed:	113	1,840*	113	1,840*	Requesting publication of	of SIR after Examiner a	action	
☐ Check ☐ Credit card ☐ Money Order ☐ Other*  *Charge any deficiencies or credit any overpayments in the fees or fee calculations of Parts 1, 2 and 3 below to Deposit Account No. 19-0036.		110	215	55	Extension for reply w			
FEE CALCULATION	116	390	216	195	Extension for reply w	ithin second month		
1. BASIC FILING FEE	117	890	217	445	Extension for reply w	ithin third month		
Large Entity Small Entity	118	1,390	218	695	Extension for reply w	ithin fourth month		
Fee Fee Fee Fee Description Fee Paid Code (\$) Code (\$)	128	1,890	228	945	Extension for reply w	ithin fifth month		
101 710 201 355 Utility filing fee	119	310	219	155	Notice of Appeal			
106 320 206 160 Design filing fee	120	310	220	155	Filing a brief in suppo	,		
107 490 207 245 Plant filing fee	121	270	221	135	Request for oral hear			
108 710 208 355 Reissue filing fee	138	1,510	138	1,510	Petition to institute a	ing		
114 150 214 75 Provisional filing fee	_ 140	110	240	55	55 Petition to revive - unavoidable			
		1,240	- 241	620	Petition to revive - un			
SUBTOTAL (1) (\$)		1,240	242	620	Utility issue fee (or re	· · · · · · · · · · · · · · · · · · ·		
		440	243	220	Design issue fee			
	144	600	244	300	Plant issue fee			
	122	130	122	130	Petitions to the Comr	nissioner		
2. EXTRA CLAIM FEES Fee from Extra below Fee Paid	123	130	123	130	Petitions related to pr	rovisional application	ns	
Total Claims25 25** =0 X =	126	180	126	180	Submission of Inform	mt		
Indep Claims 5 - 5** = 0 X =	581	40	481	40	Recording each pater property (times numb		40.00	
Multiple Dependent = =	146	710	246	355	Filing a submission a (37 CFR 1.129(a))			
Large Entity Small Entity Fee Fee Fee Fee Fee Description	149	710	249	355	For each additional in (37 CFR 1.129(b))	vention to be exam	nined	
Code (\$) Code (\$) 103 18 203 9 Claims in excess of 20	179	710	279	355	Request for Continue	d Examination (RC	E)	
102 80 202 40 Independent claims in excess of 3 104 270 204 135 Multiple dependent claim	169	900	169	900	Request for expedited examination of a design application			
108 80 209 40 **Reissue independent claims over original	Other fee	(specify) :			••		` <del>  </del>	
patent patent 110 18 210 9 "Reissue claims in excess of 20 and over original patent"	Other fee (	(specify):						
SUBTOTAL (2) (\$)	Reduced	by Basic F	iling Fee	Paid				
** or number previously paid, if greater, For Reissues, see above SUBTOTAL (3) (\$) 40.00								
SUBMITTED BY						Complete (if app	oucable)	
Name (Print/Type) John M. Covert		Re (Att	gistration orney/Agent	No.	38,759	Telephone	202-371-2600	
Signature John M. Cones	1			•••		Date	June 21, 2001	
// WARNING: Information on	thic form me	av hecome	public C	radit car	d information chould	not		

WAKNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.